

1570348

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 <p><b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b></p> <p>Cooperative Agreement</p>	<b>GRANT NUMBER (FAIN):</b> 96819601 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> V		<b>DATE OF AWARD</b> 03/11/2015
	<b>TYPE OF ACTION</b> New		<b>MAILING DATE</b> 03/18/2015
	<b>PAYMENT METHOD:</b> ACH		<b>ACH#</b> 80004
	<b>RECIPIENT TYPE:</b> State		Send Payment Request to: Las Vegas Financial Center-LVFC
<b>RECIPIENT:</b> CO Department of Natural Resources 1313 Sherman Street, Room 718 Denver, CO 80203-2239 EIN: 84-0644739		<b>PAYEE:</b> CO Dept of Natural Resources 1313 Sherman Street, Room 718 Denver, CO 80203-2239	
<b>PROJECT MANAGER</b>	<b>EPA PROJECT OFFICER</b>	<b>EPA GRANT SPECIALIST</b>	
(b) (6) 1313 Sherman Street, Room 718 Denver, CO 80203-2239 E-Mail: (b) (6) @state.co.us Phone: 303-866-3567 ext. (b) (6)	(b) (6) 1595 Wynkoop Street Denver, CO 80202-1129 E-Mail: (b) (6) @epa.gov Phone: 303-312-(b) (6)	(b) (6) REG: 08-8TMS E-Mail: (b) (6) @epa.gov Phone: 303-312-(b) (6)	
<b>PROJECT TITLE AND DESCRIPTION</b> CO Dept Natural Resources Upper Animas Watershed Mines Technical engineering support as well as monitoring and assessment of the Red and Bonita Mine, Cement Creek and Upper Animas areas.			
<b>BUDGET PERIOD</b> 04/01/2015 - 01/31/2017	<b>PROJECT PERIOD</b> 04/01/2015 - 01/31/2017	<b>TOTAL BUDGET PERIOD COST</b> \$25,000.00	<b>TOTAL PROJECT PERIOD COST</b> \$25,000.00
<b>NOTICE OF AWARD</b>			
<p>Based on your Application dated 02/05/2015 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$1,500. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,500. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>			
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>	<b>AWARD APPROVAL OFFICE</b>		
<b>ORGANIZATION / ADDRESS</b>	<b>ORGANIZATION / ADDRESS</b>		
Environmental Protection Agency, Region 8 1595 Wynkoop Street Denver, CO 80202-1129	U.S. EPA, Region 8 EPR 1595 Wynkoop Street Denver, CO 80202-1129		
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			
Digital signature applied by EPA Award Official Wayne Anthofer -			<b>DATE</b> 03/11/2015

## EPA Funding Information

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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 1,500	\$ 1,500
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 1,500	\$ 1,500

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.802 - Superfund State Political Subdivision and Indian Tribe Site Specific Cooperative Agreements	CERCLA: Sec. 104(d)(1)	2 CFR 200 2 CFR 1500 40 CFR 33 and 40 CFR 35 Subpart O

Fiscal										
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation	
-	158ALVS004	15	T	8AL0S	303DC6	4185	08UPRS00	C001	1,500	
										1,500

## Budget Summary Page

<b>Table A - Object Class Category (Non-construction)</b>		<b>Total Approved Allowable Budget Period Cost</b>
<b>1. Personnel</b>		\$18,488
<b>2. Fringe Benefits</b>		\$4,622
<b>3. Travel</b>		\$0
<b>4. Equipment</b>		\$0
<b>5. Supplies</b>		\$0
<b>6. Contractual</b>		\$0
<b>7. Construction</b>		\$0
<b>8. Other</b>		\$0
<b>9. Total Direct Charges</b>		\$23,110
<b>10. Indirect Costs: % Base</b>		\$1,890
<b>11. Total (Share: Recipient 0.00 % Federal 100.00 %.)</b>		\$25,000
<b>12. Total Approved Assistance Amount</b>		\$1,500
<b>13. Program Income</b>		\$0
<b>14. Total EPA Amount Awarded This Action</b>		\$1,500
<b>15. Total EPA Amount Awarded To Date</b>		\$1,500

**BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)**

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

**FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D**

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

**Current Fair Share Objective/Goal**

The dollar amount of this assistance agreement or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. **The Colorado Department of Public Health and Environment** has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

MBE: CONSTRUCTION 6.1%; SUPPLIES 6.1%; SERVICES 6.1%; EQUIPMENT 6.1%  
WBE: CONSTRUCTION 6.6%; SUPPLIES 6.6%; SERVICES 6.6%; EQUIPMENT 6.6%

**Negotiating Fair Share Objectives/Goals**

In accordance with 40 CFR, Part 33, Subpart D, established goals/objectives remain in effect for three fiscal years unless there are significant changes to the data supporting the fair share objectives. The recipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.

**MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E**

MBE/WBE reporting is required annually for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category, that exceed the threshold amount of \$150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award does not meet the condition above and is not subject to the reporting requirements of the Disadvantaged Business Enterprise (DBE) Program. However, if during the performance of the award the total of all funds expended for direct procurement by the recipient and procurement under subwards or loans in the "Other" category exceeds \$150,000, annual reports will be required in accordance with the reporting paragraph below and you are required to notify your grant specialist for additional instructions.

The recipient also agrees to request prior approval from EPA for procurements that may activate DBE Program reporting requirements.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Efforts requirements as described in 40 CFR Part 33 Subpart C and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

**REPORTING PROVISION**

When required, MBE/WBE reports must be submitted annually. The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not

## Administrative Conditions

### **General Terms and Conditions**

The recipient agrees to comply with the current EPA general terms and conditions available at: [http://www.epa.gov/ogd/tc/general\\_tc\\_applicable\\_aa\\_recipients\\_dec\\_26\\_2014.pdf](http://www.epa.gov/ogd/tc/general_tc_applicable_aa_recipients_dec_26_2014.pdf). These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at:  
<http://www.epa.gov/ogd/tc.htm>.

- A. In addition to the General Terms and Conditions, all recipients must comply with the Statutory, Regulatory, and Program Guidance (CFDA) requirements listed on the Award Document, Page 2, entitled: "EPA Funding Information."

### **B. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

#### **GENERAL COMPLIANCE, 40 CFR, Part 33**

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

#### **SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C**

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

#### **CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302**

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

just that portion which exceeds \$150,000.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30<sup>th</sup> of each year. Final reports are due by October 30<sup>th</sup> or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to Grants Specialist specified on the grant. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at [http://www.epa.gov/osbp/dbe\\_reporting.htm](http://www.epa.gov/osbp/dbe_reporting.htm)

### **Programmatic Conditions**

#### **1. Authority**

The Environmental Protection Agency, (EPA) awards this Cooperative Agreement (CA) in accordance with the Federal Grant and Cooperative Agreement Act of 1977. This Agreement is subject to all applicable EPA assistance regulations, including those contained in 40 CFR Part 35, Subpart O.

#### **2. Prompt Payment Act Provisions**

In accordance with Section 2(d) of the Prompt Payment Act (PL 97-177), Federal funds may not be used by the recipient for the payment of interest penalties to contractors when bills are paid late , nor may interest penalties be used to satisfy cost-sharing requirements. Obligations to pay such interest penalties will not be obligations of the United States .

#### **3. EPA Measure for Non -Compliance**

If the State should fail to comply with one or more conditions in this agreement, EPA may terminate the cooperative agreement in whole or in part. Prior to any termination, EPA will provide the State with a 60 day notice and an opportunity for consultation with the Regional Administrator or his or her designee .

#### **4. Exclusion of Third Parties**

This agreement extends no benefit or rights to any party not a signatory. In addition, EPA does not assume any liability to third parties with respect to losses due to bodily injury or property damages that exceed the limitations contained in the provisions of 28 USC sections 1346(b), 2671-2680. To the extent permitted by State law, the State does not assume liability to any third parties with respect t0 losses due to bodily injury or property damage.

#### **5. Activities Prohibited By State Laws**

In the event that the State determines after execution of the CA that State laws or other restrictions prevent the State from acting consistent with CERCLA, as amended by SARA, the State must agree to promptly notify and consult with EPA regarding the use of such laws or other restrictions .

#### **6. Progress Report Requirements**

In accordance with the provisions of 40 CFR 35.6650, the recipient must submit progress reports quarterly

on the activities delineated in the cooperative agreement statement of work. The reports must be submitted to the EPA Project Officer within 60 days of the end of each Federal fiscal quarter.

In accordance with 40 C.F.R. §31.40, the recipient agrees to submit performance reports that include brief information on each of the following areas:

- 1) a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement workplan for the period;
- 2) the reasons for slippage if established outputs/outcomes were not met; and
- 3) additional pertinent information, including, when appropriate, analysis and information of cost overruns or high unit costs.

In accordance with 40 C.F.R. § 31.40 (d), the recipient agrees to inform EPA as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs /outcomes specified in the assistance agreement work plan.

#### **7. Recordkeeping System Standards**

The recipient must maintain a recordkeeping system that enables site -specific costs to be tracked by site activity, and operable unit as applicable, and provides sufficient documentation for cost recovery purposes.

#### **8. Funds Use**

These funds must be used for activities directly related to Superfund response actions stated in the workplan.

#### **9. Substantial Federal Involvement**

Substantial Federal involvement with the recipient is anticipated during the performance of the cooperative agreement. This Federal involvement includes:

1. Monitoring by EPA of the recipient's performance
2. Consultation and collaboration on technical matters that will help the recipient carry out the agreement effectively.
3. EPA's prior review and approval of project phases and the substantive terms of proposed contracts the recipient enters into to carry out specific elements of the scope of work.

#### **10. RECIPIENT PERFORMANCE REPORTING**

Recipients subject to 40 C.F.R. Part 30

Performance Reports:

In accordance with 40 C.F.R. § 30.51 (d), the recipient agrees to include in performance reports submitted under this agreement brief information on each of the following areas: 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including,

when appropriate, analysis and explanation of cost overruns or high unit costs .

In accordance with 40 C.F.R. § 30.51 (f), the recipient agrees that it will notify EPA of problems , delays, or adverse conditions which materially impair the ability to meet the outputs /outcomes specified in the assistance agreement work plan.

**Recipients subject to 40 C.F.R. Part 31 (other than recipients of State or Tribal Program grants under 40 C.F.R. Parts 35 Subparts A or B )**

**Performance Reports:**

In accordance with 40 C.F.R. §31.40, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement workplan for the period ; 2) the reasons for slippage if established outputs/outcomes were not met; and 3) additional pertinent information, including, when appropriate, analysis and information of cost overruns or high unit costs .

In accordance with 40 C.F.R. § 31.40 (d), the recipient agrees to inform EPA as soon as problems , delays or adverse conditions become known which will materially impair the ability to meet the outputs /outcomes specified in the assistance agreement work plan.

1. EPA may terminate the assistance agreement for failure to make sufficient progress so as to reasonably ensure completion of the project within the project period , including any extensions. EPA will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period , and/or the availability of funds necessary to complete the project .

2. Unless the event(s) are specified in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

- (1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- (2) A description of the purpose, agenda, location, length and timing for the event.
- (3) An estimated number of participants in the event and a description of their roles .

Recipients may address questions about whether costs for light refreshments , and meals for events are allowable to the recipient's EPA Project Officer . However, the Agency Award Official or Grant Management Officer will make final determinations on allowability .

Note: U.S. General Services Administration regulations define light refreshments for morning , afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.11).

**11. Wage Rate Requirements under Section 104(g) of CERCLA  
Preamble**

Section 104(g) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) requires that all laborers and mechanics employed by contractors and subcontractors in the performance of construction, repair, or alteration work funded in whole or in part under CERCLA Section 104 shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with Sections 3141-3144, 3146, and 3147 of Title 40 of the United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor

has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and Related Acts (DB). Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the CERCLA 104 shall ensure that the standard Davis-Bacon (DB) contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

For cooperative agreements under 40 C.F.R part 35, Subpart O, the project officer should carefully review the statement of work to determine whether there will be contract(s) in excess of \$2,000 for construction, alteration, or repair (including painting and decorating). Generally, this type of work may occur under removal and remedial response cooperative agreements. It may also occur under a support agency cooperative agreement if the state is providing in-kind services as part of its cost share as documented in a Superfund State Contract. Construction, alteration or repair activities normally do not occur under Core, pre-remedial, and enforcement cooperative agreements; therefore, the Davis-Bacon Act terms and conditions need not be included in these cooperative agreements. If the project officer has a question regarding whether the Davis Bacon term and condition should be included in the cooperative agreement, he/she may contact (b) (6) for guidance.

The Secretary of Labor retains final coverage authority for DB under Reorganization Plan Number 14.

 Document Review

Compass Document: GO V96819601

08/18/15

Document Summary: General Ledger Entries

Doc Type: GO

Doc No: V96819601

Vendor Code: 8406447398 V

IGMS Grant No: 96819601-1

IGMS Budget Start Date: 04/01/2015

IGMS Budget End Date: 01/31/2017

IGMS Project Start Date: 04/01/2015

IGMS Project End Date: 01/31/2017

Order Date: 03/11/15

Closed Date:

Servicing Finance Office: LVFC

Order Amount: \$25,000.00

Net Paid Amount: \$1,433.36

Closed Amount: \$1,433.36

Available Amount: \$23,566.64

Vendor: EXECUTIVE DIRECTOR'S OFFICE

Vendor Legal Name: NATURAL RESOURCES, COLORADO DEPARTMENT OF

Alternate Vendor:

Description:

Extended Description:

Document Details: [Expand](#)

Line#	Line Amt	Expended Amt	Closed Amt	Refunded Amt	Available Amt	BFY	Fund	Org	Program	Project	FOC	CustOrg	Comments	Extended D
1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2015	T	8AL0S	303DC6	08UPRS00	4185	C001	RQ158ALVS004	Amend0
2	\$23,500.00	\$1,433.36	\$1,433.36	\$0.00	\$22,066.64	2015	TR2	08L	303DC6	08UPRS00	4185	C001	RQ1508LSP023	Amend1
1	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	2015	TR2	08L	303DC6	08UPRS00	4185	C001	RQ1508LSP023	BONITA MI

Document Activity:

Date	Ref Amount	Related Document	Direction	Date	Ref Amount	Related Document	Date	Ref Amount	Related Document
06/29/2015	\$1,433.36	RQ158ALVS004	Forward						
06/22/2015	\$1,500.00	RQ1508LSP023	Back						
06/22/2015	-\$1,500.00	RQ158ALVS004	Back						
05/05/2015	\$23,500.00	RQ1508LSP023	Back						
03/12/2015	\$1,500.00	RQ158ALVS004	Back						

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